



CITY COUNCIL

CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII

No. 14-142

RESOLUTION

AUTHORIZING THE MAYOR OR HIS DESIGNATED REPRESENTATIVE TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND COUNTY OF HONOLULU, DEPARTMENT OF PLANNING AND PERMITTING AND THE HAWAII COMMUNITY DEVELOPMENT AUTHORITY TO STUDY PUBLIC VIEWS FOR URBAN HONOLULU, AND TO IMPROVE THE THOMAS SQUARE-BLAISDELL CULTURE AND ARTS NEIGHBORHOOD.

WHEREAS, Chapter 1, Article 8, Revised Ordinances of Honolulu 1990, as amended, requires prior City Council approval for any intergovernmental agreement that places an obligation upon the City and County of Honolulu (CITY) or any department or agency thereof; and

WHEREAS, the CITY and the Hawaii Community Development Authority (HCDA) acknowledge the potential impacts of transit-oriented development (TOD) upon our urban skyline and public views, and both parties see the importance of a coordinated approach to preserve and enhance such views from both the regional and neighborhood scales; and

WHEREAS, the CITY desires to renew and recreate its Neal S. Blaisdell Center into a state of the art performing arts and exhibition mixed-use complex, and has planning funds budgeted under the FY 13-14 operating budget; and

WHEREAS, the CITY is participating in the Urban Land Institute Foundation's Rose Center Fellowship program to receive guidance on land use decisions for a larger vibrant culture and arts neighborhood including and surrounding historic Thomas Square and the Blaisdell Center complex; and

WHEREAS, the HCDA has prepared its "draft Kakaako Community Development District TOD Overlay Plan", acknowledging the significant redevelopment and transportation opportunities of the Kakaako and Civic Center transit stations for the district; and

WHEREAS, the CITY Department of Planning and Permitting and the HCDA propose to enter into a Memorandum of Agreement (MOA) to complete a study to evaluate public views for urban Honolulu, and to improve the Thomas Square-Blaisdell culture and arts neighborhood; and

DPP-HCDA.R14



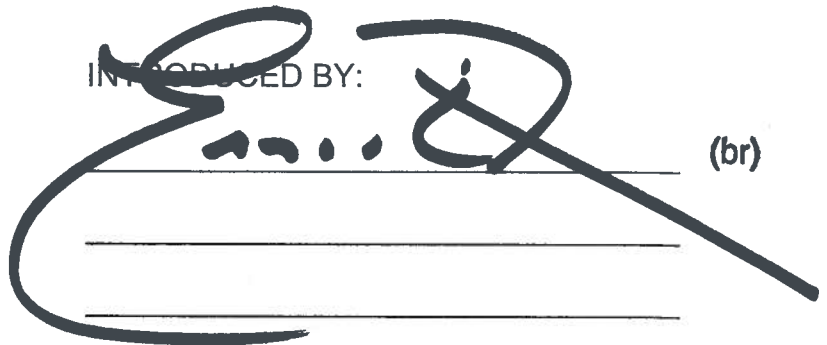
RESOLUTION

WHEREAS, the HCDA Board, at its December 4, 2013 meeting, authorized its Executive Director to expend up to \$350,000 to the CITY Department of Planning and Permitting toward coordinated planning; and therefore

BE IT RESOLVED by the Council of the City and County of Honolulu that the Mayor or his designee is authorized to accept and execute the Memorandum of Agreement in substantially the form attached hereto as Exhibit A; and

BE IT FINALLY RESOLVED that the Clerk is hereby directed to transmit copies to this resolution to the Mayor of the City and County of Honolulu, George I. Atta, Director, Department of Planning and Permitting, and Anthony Ching, Executive Director, Hawaii Community Development Authority, 461 Cooke Street, Honolulu, Hawaii 96813.

INTRODUCED BY:

 (br)

DATE OF INTRODUCTION:

JUN 19 2014

Honolulu, Hawaii

Councilmembers

MEMORANDUM OF AGREEMENT
BETWEEN THE
HAWAII COMMUNITY DEVELOPMENT AUTHORITY
AND THE
CITY AND COUNTY OF HONOLULU
DEPARTMENT OF PLANNING AND PERMITTING

This Memorandum of Agreement ("Agreement") is made this ___ day of June 2014, by and between the Hawaii Community Development Authority, a body corporate and public instrumentality of the State of Hawaii ("HCDA"), and the Department of Planning and Permitting, City and County of Honolulu ("CITY") (collectively, "the Parties").

WITNESSETH:

WHEREAS, the Parties desire to employ a consultant to: (a) study and evaluate the policies on public views, heights, and density for urban Honolulu, including the Kakaako Community Development District (KCDD), and (b) plan for and improve the Thomas Square-Blaisdell culture and arts district (hereinafter, "Project"); and

WHEREAS, the Parties desire to enter into this Agreement to define their respective roles and responsibilities in pursuing the Project; and

NOW, THEREFORE, the Parties hereto mutually agree as follows:

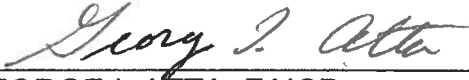
1. CITY Obligations. The CITY shall be responsible for the following:
 - A. Prepare, solicit, execute, and manage a consultant contract(s) for the Project;
 - B. Provide opportunity to the HCDA for reviewing the detailed scope of services for the consultant contract(s);
 - C. Coordinate with the HCDA on the various phases of the project, including consultant selection, research and analysis, preliminary evaluations, and public outreach;
 - D. Require the consultant to closely consider the draft Transit Oriented Development Plan for the KCDD in preparing recommendations for the KCDD within the Primary Urban Center (PUC).
2. HCDA Obligations. The HCDA shall be responsible for the following:
 - A. Assist the CITY in selection of the project contractor(s). A qualified HCDA employee will be a member of the CITY's contractor selection committee, subject to the approval of the City's Chief Procurement Officer.

- B. Participate in the project by:
- Providing pertinent background and planning information on the study area, including current and proposed policies and guidelines.
 - Reviewing and commenting on work products in a timely manner.
 - Working closely with the consultant in evaluating various alternatives in the PUC including the KCDD.
 - Supporting the CITY's public outreach and education efforts to promote interest and input in the project.
- C. Provide \$350,000 to the CITY toward consultant contract funds by August 1, 2014. This total amount of \$350,000 is the maximum payable under this Agreement.
3. Term. This Agreement shall be effective as of the date listed above and shall continue until such time that the Parties determine that the objectives of this Agreement have been fulfilled, unless sooner terminated as provided herein.
4. Notices. Any written notice required to be given by any party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The Parties are responsible for notifying each other in writing of any change of address.
5. Termination of Agreement. Either party may terminate this Agreement with sixty (60) days prior to written notice to the other party. In the event that the HCDA terminates this Agreement prior to the completion of the consultant contract for the project, the funds shall be used to pay for any and all amounts due under the contract up to and including the date of termination, and for any and all costs, if any, to terminate the consultant contract, and any remaining funds shall be returned to the HCDA. The CITY and the HCDA shall have equal rights to receive the consultant's work product produced prior to termination.
6. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
7. Waiver of Contractual Right. The failure of either party to enforce, or the granting of a waiver of, any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently

enforce and compel strict compliance with every provision of this Agreement.

8. Amendment. This Agreement may be modified, amended, or extended only by mutual written agreement signed by both Parties.
9. Entire Agreement. This Agreement contains the entire agreement of the Parties and there are no other promises or conditions in any other agreement whether oral or written relative to this Agreement. This Agreement supersedes any prior written or oral agreements, conditions, understandings, promises, warranties, or representations whether express or implied between the Parties.
10. Applicable Law. This Agreement shall be governed by the laws of the State of Hawaii.
11. Counterparts. This Agreement may be executed in several duplicate counterparts and such counterparts, when executed, shall constitute a single agreement.

IN VIEW OF THE ABOVE, the Parties execute this Agreement by their signatures, on the dates below, to be effective as of the date first above written.



GEORGE I. ATTA, FAICP
Director
Department of Planning and Permitting
City and County of Honolulu

ANTHONY CHING
Executive Director
Hawaii Community Development Authority

June 9, 2014

Date

Date

By: Director of Budget and Fiscal Services
City and County of Honolulu

APPROVED AS TO FORM AND LEGALITY

Deputy Corporation Counsel
City and County of Honolulu

Deputy Attorney General
State of Hawaii

CITY COUNCIL
CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII
CERTIFICATE

RESOLUTION 14-142

Introduced: 06/19/14

By: ERNEST MARTIN (BR)

Committee: ZONING AND PLANNING

Title: RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNATED REPRESENTATIVE TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND COUNTY OF HONOLULU, DEPARTMENT OF PLANNING AND PERMITTING AND THE HAWAII COMMUNITY DEVELOPMENT AUTHORITY TO STUDY PUBLIC VIEWS FOR URBAN HONOLULU, AND TO IMPROVE THE THOMAS SQUARE-BLAISDELL CULTURE AND ARTS NEIGHBORHOOD.

Voting Legend: * = Aye w/Reservations

06/26/14	ZONING AND PLANNING	CR-211 – RESOLUTION REPORTED OUT OF COMMITTEE FOR ADOPTION.
07/09/14	COUNCIL	CR-211 AND RESOLUTION 14-142 WERE ADOPTED. 9 AYES: ANDERSON, CHANG, FUKUNAGA, HARIMOTO, KOBAYASHI, MANAHAN, MARTIN, MENOR, PINE.

I hereby certify that the above is a true record of action by the Council of the City and County of Honolulu on this RESOLUTION


BERNICE K. N. MAU, CITY CLERK


ERNEST Y. MARTIN, CHAIR AND PRESIDING OFFICER